

SEP 21 2016



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September 14, 2016

Via certified mail / Return receipt requested

Citizen Suit Coordinator
Environment and Natural Resources Division
Law and Policy Section
P.O. Box 7415
Ben Franklin Station
Washington, DC 20044-7415

Attorney General
U.S. Department of Justice
Citizen Suit Coordinator
Room 2615
950 Pennsylvania Avenue, N.W.
Washington, DC 20530-0001

Gina McCarthy, Administrator
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460

Re: *Center for Community Action and Environmental Justice v. TAMCO*; Case No.
5:14-cv-02583 – Settlement Agreement Amendment; 45-day review

Dear Citizen Suit Coordinators,

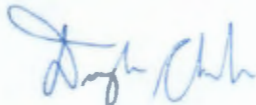
On September 13, 2016, the parties in the above-captioned case agreed to enter into an Amendment to the Settlement Agreement that was originally reached on August 11, 2015. Pursuant to the terms of the Amendment and 40 C.F.R. § 135.5, the enclosed Amendment is being submitted to the United States Environmental Protection Agency and the U.S. Department of Justice for a 45-day review period. For your convenience, I am also including a copy of the original Settlement Agreement, of which the agencies have already reviewed. If you have any questions regarding the Amendment, please feel free to contact me or counsel for Defendant listed

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below. Thank you for your attention to this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Doug Chermak".

Douglas Chermak

Attorney for Plaintiff Center for Community Action and Environmental Justice

cc via First Class Mail: Jared Blumenfeld, Regional Administrator, EPA Region 9

cc via e-mail: Andrew Thompson, athompson@sgrlaw.com, Counsel for
Defendant
Judy Harvey, Judith.harvey@usdoj.gov, US DOJ
Sarah Lu, sarah.lu@usdoj.gov, US DOJ

Enclosures

ENCLOSURE

**AMENDMENT TO SETTLEMENT AGREEMENT
AND MUTUAL RELEASE OF CLAIMS**

This Amendment to Settlement Agreement and Mutual Release of Claims ("Amendment") is entered into between Center for Community Action and Environmental Justice ("CCA EJ") and TAMCO ("TAMCO"), (collectively, the "Parties") with respect to the following facts and objectives:

WHEREAS, the Parties are party to a Settlement Agreement and Mutual Release of Claims ("Agreement") that was reached on or about August 7, 2015, to resolve the claims brought forth in CCA EJ's Complaint filed on December 18, 2014, in the United States District Court for the Central District of California – *Center for Community Action and Environmental Justice v. TAMCO*, Case No. 5:14-cv-02583-JGB-DTB;

WHEREAS, the Parties desire to amend the Agreement as set forth herein;

WHEREAS, except where explicitly stated herein, all terms and conditions to the Agreement remain in effect and are incorporated herein;

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CCA EJ and TAMCO, by and through their authorized representatives, agree as follows:

1. **Additional Best Management Practices**: The Parties agree to a modification of the best management practices to improve the storm water pollution prevention measures at TAMCO's Rancho Cucamonga facility. The first two sections of Paragraph 5 of the Agreement are hereby amended and restated in their entirety as follows:

"5. Additional Best Management Practices. TAMCO shall implement the following structural best management practices ("BMPs") to improve the storm water pollution prevention measures at the Facility—the BMPs in Paragraph 5.a will be implemented on or before April 1, 2017, the BMPs in Paragraph 5.c were implemented on or before June 1, 2016, and the BMPs in Paragraph 5.b were implemented on or before October 1, 2015:

- a. TAMCO shall install diversion structures to route storm water run-on to the Facility around industrial areas at the Facility to outfalls located in the southwest and southeast corners of the Facility. These conveyances will prevent storm water run-on to the Facility from commingling with any storm water runoff from industrial areas at the Facility. TAMCO shall ensure that the storm water sampling locations at the Facility represent the storm water runoff from industrial areas at the Facility only. Exhibit D, attached hereto, includes a map showing the diversionary structures as well as narrative description of the structures describing their location and purpose."

In addition, attached hereto as Exhibit D is the exhibit referred to in the above paragraph.

2. Confirmation of New Structural BMPs: The Parties agree to a modification of the timeline for TAMCO to confirm the installation of the measures described in Paragraph 5.a. Paragraph 6 of the Agreement is hereby amended and restated in its entirety as follows:

"Confirmation of New Structural BMPs. By October 15, 2015, TAMCO confirmed the installation of the measures described above in Paragraph 5.b by submitting digital photos to CCAEJ. By June 15, 2016, TAMCO confirmed the installation of the measures described above in Paragraph 5.c by submitting digital photos to CCAEJ. By April 15, 2017, TAMCO shall confirm the installation of the measures described above in Paragraph 5.a by submitting digital photos to CCAEJ."

3. Extension of Agreement: The termination date of the agreement set forth in Paragraph 23 shall be changed from February 15, 2019, to February 15, 2020. Paragraph 23 of the Agreement is hereby amended and restated in its entirety as follows:

"Unless an extension is agreed to in writing by the SETTLING PARTIES, this AGREEMENT shall terminate on February 15, 2020 (the "Termination Date"), or through the conclusion of any proceeding to enforce this AGREEMENT, or until the completion of any payment or affirmative duty required by this AGREEMENT."

4. Additional Fees, Costs, and Expenses: TAMCO agrees to provide additional payment for CCAEJ's fees, costs, and expenses incurred in negotiating, preparing, and seeking approval of the Amendment. The following paragraph is added to the end of Paragraph 16 of the Agreement.

"As reimbursement for CCAEJ's expert and attorneys' fees and costs incurred in negotiating, preparing, and seeking approval of the Amendment to the AGREEMENT, TAMCO shall pay CCAEJ the sum of three thousand dollars (\$3,000). Payment shall be made by TAMCO within forty-five (45) calendar days of the District Court's approval of the Amendment. Payment by TAMCO to CCAEJ shall be made in the form of a single check payable to "Lozeau Drury LLP."

5. Additional Compliance Oversight Costs: TAMCO agrees to provide additional oversight costs for monitoring associated with preparing the Amendment and overseeing compliance for the remainder of the term of the Agreement. The last sentence of Paragraph 17 of the Agreement is hereby amended and restated in its entirety as follows:

"Up to four annual payments (one addressing any monitoring associated with the 2015-2016 reporting year, one addressing monitoring associated with the 2016-2017 reporting year, one addressing any monitoring associated with the 2017-2018 reporting year, and one addressing any monitoring associated with the 2018-2019 reporting year) shall be made payable to "Lozeau Drury LLP" within ninety (90) days of receipt of an invoice from CCAEJ that contains an itemized description of fees and costs incurred by CCAEJ to monitor implementation of the AGREEMENT during the previous twelve (12) months."

6. Approval of this Amendment and Stipulation to Court: Within 5 (days) after this Amendment has been signed, CCAEJ shall send a copy of the Amendment to the United States

Environmental Protection Agency and the U.S. Department of Justice for a 45-day review period pursuant to 40 C.F.R. § 135.5. In the event that the Agencies comment negatively on the provisions of this Amendment, the Parties agree to meet and confer to attempt to resolve the issue(s) raised by the Agencies. Upon completion of that period, the Parties shall file a stipulation and proposed order with the United States District Court requesting that Court acknowledge and approve the Amendment.

7. Counterparts: This AGREEMENT may be executed in any number of counterparts, all of which together shall constitute one original document. Telecopied, scanned (.pdf), and/or facsimiled copies of original signature shall be deemed to be originally executed counterparts of this AGREEMENT.

The PARTIES hereby approve this Amendment:

Date: 9/10, 2016

TAMCO



By: Mark Olson

Title: Vice President/General Manager

Date: _____, 2016

CENTER FOR COMMUNITY ACTION
AND ENVIRONMENTAL JUSTICE

By: Penny Newman

Title: Executive Director

Environmental Protection Agency and the U.S. Department of Justice for a 45-day review period pursuant to 40 C.F.R. § 135.5. In the event that the Agencies comment negatively on the provisions of this Amendment, the Parties agree to meet and confer to attempt to resolve the issue(s) raised by the Agencies. Upon completion of that period, the Parties shall file a stipulation and proposed order with the United States District Court requesting that Court acknowledge and approve the Amendment.

7. Counterparts: This AGREEMENT may be executed in any number of counterparts, all of which together shall constitute one original document. Telecopied, scanned (.pdf), and/or facsimiled copies of original signature shall be deemed to be originally executed counterparts of this AGREEMENT.

The PARTIES hereby approve this Amendment:

Date: _____, 2016

TAMCO

By: Mark Olson
Title: Vice President/General Manager

Date: Sept. 12, 2016

CENTER FOR COMMUNITY ACTION
AND ENVIRONMENTAL JUSTICE

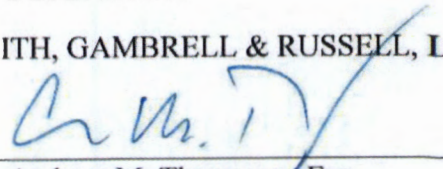

By: Penny Newman
Title: Executive Director

APPROVED AS TO FORM:

Date: September 13, 2016

For DEFENDANT

SMITH, GAMBRELL & RUSSELL, LLP


By: Andrew M. Thompson, Esq.

Date: _____, 2016

For PLAINTIFF

LOZEAU | DRURY LLP

By: Douglas J. Chermak, Esq.

APPROVED AS TO FORM:

Date: 12/5, 2016

For DEFENDANT

SMITH, GAMBRETT & RUSSELL, LLP

By: Andrew M. Thompson, Esq.

For PLAINTIFF

Date: 13 Sept., 2016

LOZEAU | DRURY LLP

By: Douglas J. Chermak, Esq.

EXHIBIT D

Table 2
Revised Stormwater Run-on Collection and Diversion System (Figure 2)

Item	Structure	Location	Purpose
2	One subsurface, approximate 24-inch diameter Pipe, 1,880 LF	Extend the existing pipe located at the southwest corner of CMC Steel to the western boundary of the Site and then south to the southwest corner of the Site.	Collect a portion of the BMP overflow from CMC Steel as well as the storm water runoff from Arrow Route. Divert them around industrial activities and storage areas (slag, scrap metal, and billet) to a discharge point (outfall), located in the southwest corner of the Site. The remaining portion of the BMP overflow will discharge to the storm drain described below (Item 5), which will ultimately be conveyed to the southeast corner of the Site.
3	Not used – found to be infeasible		
4	Not used – found to be infeasible		
5	One sub-surface, approximate 42-in diameter pipe, 250 LF	Employee parking lot and facility entry way, between guard building and locker room facility.	Collect stormwater from Juneberry Drive and Facility parking lot (including a portion of CMC Steel BMP overflow run-on) and convey to the sub-surface pipe (Item 6).
6	One sub-surface, approximate 48-in diameter pipe, 2,120 LF	North property boundary separating TI Wire on the north from Gerdau on the south and easterly side near RR tracks.	Extend Item 5 and collect the remaining portion of the TI Wire BMP overflow run-on and convey to east side of Site. Continue south along easterly side of site and two below grade RR track crossings to convey storm water to outfall at the southeast corner of the Site.

Please note that the pipe sizes listed in Table 2 were estimated based upon a simplified hydraulic procedure. Final sizing will be determined during the final storm drain design phase.

